DEPARTMENT OF PERSONNEL ADMINISTRATION

OFFICE OF THE DIRECTOR 1515 "S" STREET, NORTH BUILDING, SUITE 400 SACRAMENTO, CA 95814-7243



August 8, 2007

The Honorable Denise Ducheny Chair, Joint Legislative Budget Committee State Capitol, Room 5035 Sacramento, California 95814

Re: Bargaining Unit 3: Professional Educators and Librarians, SEIU

Addendum to Memorandum of Understanding—Fiscal over \$250,000

This is to advise you that an addendum to a memorandum of understanding (MOU) has been agreed to by the Department of Personnel Administration and the above bargaining unit. In accordance with Government Code Section 3517.63(b), the addendum to the current contract (attached) is submitted for the Committee's consideration and recommendation. This addendum provides salary increases for teachers employed in the Department of Corrections and Rehabilitation (CDCR) who instruct adult inmates.

This agreement extends to the teachers in the adult correctional facilities the same salary increases agreed to for teachers in the Juvenile Justice Division (DJJ) of CDCR, pursuant to the court order in the lawsuit *Farrell v. Allen*. The court order mandates the State to annually review the compensation of the DJJ teachers in comparison with the County Office of Education. The salary schedules the State negotiated vary by county, so that each youth authority facility offers a package that is competitive with local rates. This addendum extends those rates to instructors in the adult correctional facilities. This addendum was agreed to July 31, 2007. Upon approval of the Legislature, the new salary schedule will be effective on the first day of the 2007-2008 academic school year, August 1, 2007. DPA has been informed by CDCR and the Department of Finance that this increase can be paid for within available resources in the department's FY 2007/2007 budget. Therefore, this addendum will not require an appropriation.

If you have any questions, please contact Pamela Schneider, Legislative Coordinator, at (916) 327-2348.

Sincerely

David A. Gilb

Director

Attachments

CC:

Members of the Joint Legislative Budget Committee

Peggy Collins, Principal Consultant Joint Legislative Budget Committee

Elizabeth Hill Legislative Analyst

Tom Dithridge, Program Budget Manager Department of Finance

Michael Prosio, Deputy Legislative Secretary Office of Governor Schwarzenegger

Dianne Cummins, Chief Fiscal Policy Advisor Office of the Pro Tem

Charles Wright, Chief Consultant Office of the Pro Tem

Craig Cornet, Budget Director Office of the Speaker

Greg Campbell, Chief Consultant Office of the Speaker

Seren Taylor, Staff Director Senate Republican Fiscal Office

Chantele Denny, Consultant Senate Republican Fiscal Office

Peter Schaafsma, Staff Director Assembly Republican Fiscal Office

Chris Ryan, Consultant Assembly Republican Fiscal Office

Daniel Alvarez, Staff Director Senate Budget Committee

Brian Annis, Consultant Senate Budget Committee Chris Woods, Staff Director Assembly Budget Committee

Janus Norman, Consultant Assembly Budget Committee

Bob Franzoia, Staff Director Senate Appropriations

Maureen Ortiz, Consultant Senate Appropriations

Geoff Long, Chief Consultant Assembly Appropriations

Brad Williams, Consultant Assembly Appropriations

Suzanne Sutton, Consultant Senate Republican Caucus

Terry Mast, Consultant Assembly Republican Caucus

David Felderstein, Chief Cons. Senate PE&R Committee

Karon Green, Chief Consultant Assembly PERS&S Committee

Alene Shimazu, Fiscal Manager Office of Financial Management DPA

Jeanette Williams Gipson, LRO DPA

Jason Dickerson, Consultant Office of the Legislative Analyst

Date:

RF RCod. 1:45p

Bargaining Unit:

Exclusive Representative:

Subject:

PS.14

CDCR, OCE 220 Day Academic Year Annual Modification

The CDCR, OCE, Superintendent, hereby agrees that he/she will provide the Union with copies of the proposed CDCR, OCE 220 Day Academic Calendar(s) for the following academic year by April 15. If the Union wishes to meet and confer relative to these calendars, it must request to do so. If a request to meet and confer is made and agreement on the calendar is not reached within thirty (30) days from the date of notice to the Union, the Superintendent shall be free to implement the calendar(s) unilaterally. In the event of an emergency or of events beyond the control of the Superintendent of Education, CDCR, OCE shall be free to make such change in any or all of the academic calendars for the CDCR, OCE as are required by operational necessity.

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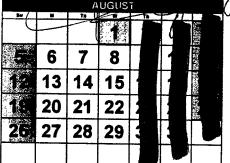
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7-24-07

Bargaining Unit:	Date:
Exclusive Representative:	

CDCR, OCE - Additional Instructional Assignments

Subject:

- A. A CDCR, OCE, Unit 3 eligible employee, who is authorized or directed to provide additional instructional assignments outside of the regular work schedule, shall be compensated in the following manner:
 - 1. Additional instructional service shall be compensated in 15-minute increments.
 - 2. Each hour of additional instructional service shall be compensated equivalent to one-eighth (1/8) of the employee's daily rate of pay.
 - 3. Additional instructional service shall be compensated on a cash basis.
- B. No employee will be directed to provide additional instructional assignments outside of the regular work schedule, prior to the solicitation of volunteers.

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James Stoff
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PROPOSAL#:	DATE:
Educational Leave (Unit 3)	
A. Effective January 1, 2008, all affected CDCR, Ocease Educational Leave accrual, as provided in sec	CE Unit 3 eligible employees shall tion 8.28, Educational Leave.
B. All affected CDCR, OCE, Unit 3 eligible employ Educational Leave credits accrued prior to the termi paragraph A. above.	rees shall be permitted to retain the nation of accrual described in
C. Any CDCR/OCE, Unit 3 eligible employee who approval for an education leave prior to August 1, 20 approval honored during the remainder of the 2007 of	007, shall have the education leave
D. Any eligible, full-time CDCR, OCE, Unit 3 eligible use available, approved Education Leave credits pur Leave of this MOU.	ble employee, will be permitted to suant to Article 8.28.3, Education
Williams Jyson High 1 Blayloot	S-1-07 Demostate Menomen Gerald Dann Kothy Akore Meno Du SLAR

Bargaining Unit:	Date:
Exclusive Representative:	
Subject:	

Holidays

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall not be entitled to official observed State holidays with pay. These days shall be observed as unassigned, non-work days.
- B. For all CDCR, OCE Unit 3 eligible employees, when an observed holiday falls on an employee's unassigned, non-work day, and the employee is required to work on an observed holiday, the employee shall receive eight (8) hours of holiday credit and four (4) hours of informal time off.

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James Stoff
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Bargaining Unit:	Date:
Exclusive Representative:	
Subject:	

Vacation/Annual Leave

- A. Effective August 1, 2007, all affected CDCR, OCE Unit 3 eligible employees shall cease Vacation/Annual Leave accrual, as provided in section 8.1.
- B. All affected CDCR, OCE Unit 3 eligible employees shall be permitted to retain the Vacation/Annual Leave credits accrued prior to the termination described in paragraph A above.
- C. Effective August 1, 2007, all CDCR, OCE Unit 3 eligible employees shall be precluded from using Vacation Leave credits, except:
 - 1. as provided for in section 8.16, FMLA; or,
 - 2. in exceptional situations not covered by section 23.9, Personal Necessity Leave, on a case-by-case basis and subject to supervisory approval.
- D. Any affected CDCR, OCE Unit 3 eligible employee employed on August 1, 2007 and who has had vacation approved for a period between August 1, 2007 and December 31, 2007, shall have the previously approved vacation honored.

Williams From

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Bargaining Unit:	Date:
Exclusive Representative:	
Subject:	

Personal Necessity Leave

- A. A new CDCR, OCE Unit 3 eligible employee, upon successful completion of ninety (90) scheduled academic calendar work days, shall be credited with three (3) Personal Necessity Days on the first day of the following month.
- B. All current CDCR, OCE Unit 3 eligible employees shall be credited with three (3) Personal Necessity Days on the first work day of each academic calendar year annually, so long as, the accrual does not result in a total balance in excess of six (6) Personal Necessity Days.
- C. Personal Necessity Leave may be utilized by an eligible employee who has sufficient leave for circumstances that are serious in nature, which cannot be expected to be disregarded, and which, necessitate immediate attention and cannot be dealt with during off-duty hours.
- D. The immediate supervisor, department head, or designee may require an employee to provide five (5) work days advance notice before taking his or her Personal Necessity Day. A Personal Necessity Day may be granted with less than five (5) working days notice.
- E. Upon termination from State employment, the employee shall be paid for all accrued Personal Necessity Days.

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PROPOSAL#:_

SEIU Local 1000 UNION PROPOSAL

UNIT 3 NEGOTIATIONS

CDCR, Office of Correctional Education, Academic Teacher, Vocational Instructor, Re-Entry Program Instructor and All Librarian Classifications

DATE:

Credits for Salary Advancement	18/1/6/
A. Acceptable credits will be limited to new semester (or equivalent quarter) credits earned in an accredited college or university, including credits for continuing education courses if taken from an accredited college or university. In addition, vocational education teachers shall receive one unit of semester credit for each forty-five (45) hour worked in industry in a position directly related to the teachers/instructor's vocational education instructional area. College credits, continuing education credits and any work credits from industry for vocational education teachers will be pertinent to the employee's position and not be a repetition of previously acquired credits or work experience.	S
B. Continuing education units required for current professional license/certification and/or continuing education units or work experience directly related to course curriculum and/or professional development, that are offered by approved providers may be accepted for salary advancement with prior approval from an immediate supervisor.	· '
C. For the purpose of salary advancement CDCR, OCE, Unit 3 employees may also receive both professional growth and salary advancement as long as there has been prior approval for such an action from an immediate supervisor or program director as follows 1. Credits used for salary advancement shall have some relevance to the field of instruction of the teacher or specialist seeking credit. 2. In lieu credit may be granted for engaging in projects and/or OCE approved workshops regarding the improvement of instruction and curriculum within the teacher's school or community at the rate of fifteen (15) hours equal to one credit. No more than three (3) credits will be granted in one year.	Mustasia



PROPOSAL#:	DATE:
CDCR, Office of Correctional Education, Acader Instructor, Re-Entry Program Instructor and All	DATE: mic Teacher, Vocational Librarian Classifications
Joint Labor Management Committee.	Pal
The CDCR, OCE, DJJ/CEA, the DPA, and SEIL least monthly for twelve months to address issu	J, Local 1000 agree to meet at less that arise from this change.
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PRO	POSAL#: DATE:
CDC Instr	R, Office of Correctional Education, Academic Teacher, Vecational votor, Re-Entry Program instructor and All Librarian classifications
220 [Day Academic Work Year
Α	The CDCR, OCE, 220 Day Academic Work Year implementation date is August 1, 2007 through July 31, 2008.
В.	Effective August 1, 2007, all CDCR, OCE, Unit 3 eligible employees shall work a 220 day Academic Calendar year. The CDCR, OCE, 220 Day Academic Calendar Year shall consist of 208 instructional days, and 12 staff development/training days.
C.	Employees shall be compensated for said work at their normal daily rate of pay.
D.	Employees assigned to a 4/10/40 work schedule Pilot shall work the number of days indicated on the Shift A or Shift B Calendars (Attachment C or D).
Jan Jan	Shift A, B, or C Calenders. When Shift A, B, or C Calenders. Solver Shift Douglas James Shift Hepanid General Danil
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PROPOSAL#:	DATE:
CDCR, Office of Correctional Education, Acade Instructor, Re-Entry Program instructor and All	mic Teacher, Vocational & The The State of t
Teacher Service Credit	\mathcal{M}
Bargaining Unit 3 employees who work in the I Department of Developmental Services, Depart of Rehabilitation and who transfer to CDCR, O service credit and be placed accordingly on the	rtment of Education, or Department
All transfers will be placed according to Article_	
Williamo Moon Haylock	Soloweld James Hoff My Show Wenn De SLER

Bargaining Unit:	Date:
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Subject:	
CDCR, OCE 220 Day Academic Work	Year – 4/10/40 Work Schedule Pilot
A. The CDCR shall establish a 4/10/40 wor eligible BU 3 employees currently assign	k schedule Pilot for Institutions that have
 B. These above employees who are assign according to the Academic Calendar in a 	ned the 4/10/40 work schedule shall work
C. If changes to this Pilot schedule are nec	
Juliano Jp	2000 8-1-07 COONSOA Pano HA
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Bargaining Unit:	Date:		
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Subject:			
Ratification			
This agreement will be effective on the first work day of the 2007-2008 CDCR 220-Day Academic Calendar Year as follows:			
 The tentative agreement is approved by the Le The expenditure of funds is approved by the Le The agreement is ratified by SEIU represented 	enislature		



PROP	OSAL#:	DATE:	
Non-C	redentialed Re-Entry Program Instructors		
В.	Compensation for all RPI classified employed good standing, with the State Teacher Cred in accordance with the attached salary sche All provisions in this agreement shall apply the Are-Entry Program Instructor, upon submit the Academic Teacher / Vocational Instructor Article	entialing Commission shedule. to the RPI classified emp ssion of a valid credentia	all be compensated loyees. Il will be placed on

CALIFORNIA DEPARTMENT OF RECTIONS & REHABILITATION REENTRY PROGRAM INSTRUCTOR

Notes:

- 1 The use of Reentry Program Instructor (Class Code 7581) is used Statewide.
- 2 This is a closed classification.
- 3 The highlighted cells denotes typical placement in the salary schedules.

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<u> </u>			\$ 252.39	\$ 306.78	\$ 264.34	\$ 321.05	\$ 277.06	\$ 353.39	133

Source: Pay Scales/PIE Updated 2/22/2007 (Page 92-A)

Bargaining Unit:

Exclusive Representative:

Subject:

Date: <u>MW27,2007</u> 2.77mm

3:22pm

Re-entry Program Instructor - First Right of Refusal

When the Department decides to fill a position in a classification for which an RPI has the necessary credentials, the RPI shall be offered said position before any other offer is made. If two or more RPI's have the same eligibility, the individual with the highest number of continuous Departmental months seniority shall be offered the open position. If the eligible RPI does not accept the position, the Department is free to fill at their discretion.

This provision will remain in affect until no RPIs candidates remain or that have either been offered a Vocational Instructor position or hold a credential that is not used by the

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Bargaining Unit:	Date:
Exclusive Representative:	
Subject:	

CDCR, Office of Correctional Education, Academic Teacher/Vocational Instructor Salary Schedule

A. A current CDCR, OCE Unit 3 eligible employee, effective August 1, 2007, shall be compensated in accordance with the DJJ/CEA Unit 3 –Salary Schedule designated by the CDCR, OCE Superintendent and as follows:

CDCR, DJJ Designated County Salary Schedule	CDCR, OCE Adult Facility
1. Sacramento	Pelican Bay; CA Correctional Center (Susanville); High Desert (Susanville); CA Medical Facility (Vacaville); CA State Prison Solano (Vacaville); CA State Prison Sacramento; Folsom; CDCR Headquarters.
2.San Joaquin	Deuel Vocational Institution (Tracy); Sierra Conservation Center (Jamestown)
3.Amador	Mule Creek
4.San Luis Obispo	Correctional Training Facility (Soledad); Salinas Valley (Soledad); CA Men's Colony (San Luis Obispo)
5.Ventura	none
6.San Bernardino	CA State Prison San Quentin; CA Institution for Men(Chino); CA Institution for Women (Frontera); CA Rehabilitation Center (Norco); Ironwood (Blythe); R. J. Donavan Correctional Facility at Rock Mountain (San Diego); Calipatria; Centinenla, Chuckawalla.
7.Los Angeles	Valley State Prison for Women (Chowchilla); Central CA Women's Facility (Chowchilla); Pleasant Valley (Coalinga); Avenal State Prison; CA State Prison Corcoran; Substance Abuse Treatment Facility (Corcoran); North Kern (Delano); Kern Valley (Delano); Wasco; CA Correctional Institute (Tehachapi); Los Angeles County (Lancaster)

B. For initial placement effective August 1, 2007, no teacher will be paid below his/her current daily rate salary earned on July 31, 2007. To calculate the new daily rate, first calculate the employee's annual salary by multiplying the current monthly salary by twelve (12 months). Divide the annual salary rate by 220 (work days) and multiply the number (work day rate) by 1.054 (5.4%).

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Current monthly salary times (x) 12 = Current Annual Salary.

Current Annual Salary divided by 220 times (x) 1.054 = Daily rate.

If the daily rate that is calculated does not match any daily rate figures on the respective salary schedule, the employee will be paid the next highest daily rate.

- C. The parties agree that the calculation will provide all affected employees with a starting pay rate until the terms of E. below are met.
- D. Current CDCR, OCE Unit 3 employees initially placed on the salary schedule based upon salary, establishes the individuals' qualifications for that range. All employees hired prior to August 1, 2007, who are initially placed into the salary schedule based upon salary, will move in range upon completion of twelve (12) credits through Range E for Vocational Instructors and Range F for Academic Teachers.
- E. Affected employees shall be permitted to submit official documents by December 31, 2007, to support initial placement or advancement on the salary schedule. No documents shall be accepted from employees after December 31, 2007. Adjustments to initial placement or advancement will result in retroactive payments to the employees date of hire, but in no case prior to August 1, 2007.
- F. Upon the implementation of D. above, a current CDCR, OCE Unit 3 eligible employee shall be placed on the salary schedule first by education above the Bachelor's Degree or for career-technical teachers the equivalent of a Bachelor's Degree (High School Diploma plus seven (7) years of college work and in trade work experience) and second by years of full-time credentialed teaching experience.
- G. For current and new employees with less than ten (10) years of State credentialed service, outside qualifying experience in a full-time credentialed teaching position can be used to place the employee up to a maximum of Step 10.
- H. Additional daily rate incentives may be paid for hard to fill classifications.

 Each step/range moving either down/across is a 3.5% increase. Steps are credentialed years of service. Range increases are attained by completing additional education credits as described on the salary schedule.

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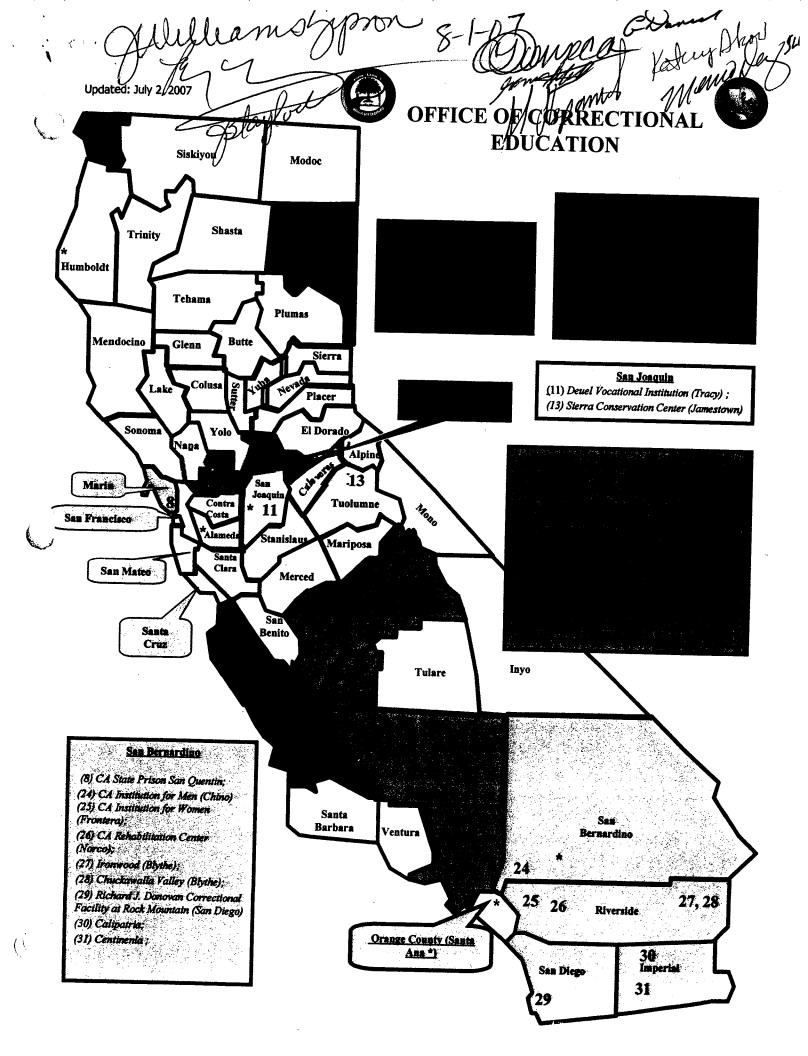
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Man Don SIAN

California Department of Corrections & Rehabilitation
Office of Correctional Education
Classification Eligible for 229 Day (duit Academic Calendar

Schem Class Code Code	Class Code	- 1
		ACADEMIC TEACHER CLASSIFICATIONS
✔ EB42	2287	
∨ EB51	2290	TEACHER (HIGH SCHOOL-GENERAL EDUCATION) (CORRECTIONAL FACILITY)
₽ EB72	2295	TEACHER (HIGH SCHOOL-PHYSICAL EDUCATION) (CORRECTIONAL FACILITY)
V EC32	2288	TEACHER (HIGH SCHOOL-PHYSICAL EDUCATION) (CORRECTIONAL FACILITY) TEACHER (EMOTIONALLY) EARNING HANDIS ARE THE SECOND STATEMENT OF THE SECOND STATEMENT
✓ EC70	3082	TEACHER (EMOTIONALLY/LEARNING HANDICAPPED) (CORRECTIONAL FACILITY) SUBSTITUTE ACADEMIC TEACHER (CORRECTIONAL FACILITY)
		VOCATIONAL INSTRUCTOR CLASSIFICATIONS
ED52	2396	
ED62	2398	VOCATIONAL INSTRUCTOR AUTO BODY AND FENDER REPAIRCORRECTIONAL FACILITY-
ED92	2417	VOCATIONAL INSTRUCTOR -AUTO MECHANICSCORRECTIONAL FACILITY-
EF1 2	2420	VOCATIONAL INSTRUCTOR -CARPENTRYCORRECTIONAL FACILITY-
EF42	2425	VOCATIONAL INSTRUCTOR -COSMETOLOGYCORRECTIONAL FACILITY-
EF52	2426	VOCATIONAL INSTRUCTOR -DRY CLEANING WORKCORRECTIONAL FACILITY-
EF62	2428	VOCATIONAL INSTRUCTOR -ELECTRICAL WORKCORRECTIONAL FACILITY-
EG22		VOCATIONAL INSTRUCTOR -ELECTRONICS-CORRECTIONAL FACILITY-
EG52	2597	VOCATIONAL INSTRUCTOR -HOUSEHOLD APPLIANCE REPAIRCORRECTIONAL FACILITY-
	2600	VOCATIONAL INSTRUCTOR -JANITORIAL SERVICECORRECTIONAL FACILITY-
EG62	2601	VOCATIONAL INSTRUCTOR- LANDSCAPE GARDENING
EG82	2614	VOCATIONAL INSTRUCTOR- MACHINE SHOP PRACTICES (CORRECTIONAL FACILITY)
EG92	2615	VOCATIONAL INSTRUCTOR -MASONRYCORRECTIONAL FACILITY-
EH32	2630	VOCATIONAL INSTRUCTOR- MILL AND CABINET WORK (CORRECTIONAL FACILITY)
EH52	2644	VOCATIONAL INSTRUCTOR -PAINTINGCORRECTIONAL FACILITY-
EH72	2661	VOCATIONAL INSTRUCTOR -PLUMBINGCORRECTIONAL FACILITY-
EH92	2668	VOCATIONAL INSTRUCTOR -REFRIGERATION AND AIR CONDITIONING REPAIR CORRECTIONAL FACILITY-
El22	2670	VOCATIONAL INSTRUCTOR -SHEET METAL WORKCORRECTIONAL FACILITY-
E172	2674	VOCATIONAL INSTRUCTOR (OFFICE MACHINE REPAIR) (CORRECTIONAL FACILITY)
El92	2677	VOCATIONAL INSTRUCTOR- WELDING (CORRECTIONAL FACILITY)
EF64	2688	VOCATIONAL INSTRUCTOR - EYEWEAD MANUFACTURING - CO.
EH47	2849	VOCATIONAL INSTRUCTOR -EYEWEAR MANUFACTURINGCORRECTIONAL FACILITY-
EI02	2850	VOCATIONAL INSTRUCTOR (DOCEST) (CONTROLLED TECHNOLOGISTS
E147	2851	VOCATIONAL INSTRUCTOR (ROOFER) (CORRECTIONAL FACILITY)
EH83	2852	VOCATIONAL INSTRUCTOR (SMALL ENGINE REPAIR) (CORRECTIONAL FACILITY)
		OCATIONAL INSTRUCTOR (PRINTING GRAPHIC ARTS) (CORRECTIONAL FACILITY)
ED82 EF47	2854 \ 2857 \	OCATIONAL INSTRUCTOR (BUILDING MAINTENANCE) (CORRECTIONAL FACILITY)
EG85		OCATIONAL INSTRUCTOR (DRYWALL INSTALLER/TAPER) (CORRECTIONAL FACILITY)
ED18	20/6 V	OCATIONAL INSTRUCTOR - MACHINE SHOP - AUTOMOTIVE (CORRECTIONAL FACILITY)
10.5 Tu	7581* R	EENTRY PROGRAM INSTRUCTOR

Not in EFO3 7586 Computer . related technology





PROPOSAL#:	DATE:
Equity Adjustments	
CDCR, OCE Unit 3 eligible employees, excluding five percent, 5% equity adjustment due on January	ding Librarians, shall not receive the uary 1, 2008.
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Bargaini	ing Unit 3 Date:
Exclusive	e Representative:
Subject:	
R&R for	placement purposes
Article 11	1.20 shall not longer be applicable to the eligible employees under this at.
Only Elig	tible employees who have received at least one R&R payment shall qualify for ving:
a.	Employees who have less than a qualifying period for the full R&R shall receive a pro-rated amount which shall be applied to there initially salary
b.	placement factor. Employees who have a full qualifying period effective July 31, 2007 shall have the full R&R applied to their initial salary placement factor.
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	Menu De Stron



PROPOSAL#:	DATE:	
Application of DJJ Salary Schedule to	o CDCR, OCE Employees	
CDCR, OCE Unit 3 eligible Emple	oyees will use the same sala	ry schedules used in DJJ.
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		Mang De SLAR



PROPOSAL#:	DATE:
Salary Schedule Footnote	
Employees working any 4/10 schedule shall be formula and the 5/8 daily rate. Once placed in trate shall be converted to the 4/10 daily rate by	he salary range and step, the 5/8 daily
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